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David E. De Lorenzi, Esq.
Carrie A. Longstaff, Esq.
GIBBONS P.C.
One Gateway Center
Newark, New Jersey 07102-5310

Attorneys for Defendants
Advent Product Development, Inc.,
Denice Thurlow, and Alphonso Eiland

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

MATTHEW WATERS, individually and
on behalf of other members of the
general public similarly situated,

Plaintiff,

v.

ADVENT PRODUCT DEVELOPMENT,
INC., a South Carolina Corporation,
DENICE THURLOW, ALPHONSO
EILAND, and DOES 1 through 50,
inclusive,

Defendants.

Civil Action No.: 07-cv-2089 (BTM)(LSP)

Document electronically filed.

**DECLARATION OF DENICE
THURLOW IN SUPPORT OF
DEFENDANTS' MOTION TO
DISMISS**

1. I, Denice Thurlow, am the President of Advent Product Development, Inc. ("Advent") having its principal place of business in South

Carolina where all of its books and records are located. I make this Declaration in support of Defendants' Motion to Dismiss.

2. On April 6, 2006, Plaintiff Matthew Waters ("Waters") entered into a Profile Agreement thereby agreeing to have a Product Profile Report created. This report includes a copy of a Legal Protection Report.

3. As a standard practice, when individuals enter into a Product Profile Agreement with Advent, they are also given a copy of Advent's Services Pricing Sheet and General Terms regarding Advent's representation.

4. Attached hereto as Exhibit 1 is a true and correct copy of the Disclosure Statement signed by Plaintiff Matthew Waters.

5. Attached hereto as Exhibit 2 is a true and correct copy of the Product Profile Agreement signed by Plaintiff Matthew Waters.

6. Attached hereto as Exhibit 3 is a true and correct copy of the Services Pricing Sheet and General Terms.

7. Attached hereto as Exhibit 4 is a true and correct copy of the Disclosure Statement signed by Plaintiff Matthew Waters.

8. Attached hereto as Exhibit 5 is a true and accurate copy of the Representation Agreement signed by Plaintiff Matthew Waters.

9. Attached hereto as Exhibit 6 is a true and correct copy of an Advent advertisement.

I declare under penalty of perjury that the foregoing information is true and correct to the best of my knowledge.

BY: Denice M. Thurlow
Denice Thurlow

Dated: November 7, 2007
Pawleys Island, South Carolina

Exhibit 1



ADVENT
PRODUCT
DEVELOPMENT

DISCLOSURE STATEMENT

You should be aware that since October 1, 1998, Advent Product Development (APD) has contracted to represent numerous products.

As of this date, 4/6/06:

8224 products/inventions have been positively evaluated by us

969 products/inventions have been negatively evaluated by us

3806 clients have signed Phase II representation agreements with us

0 clients have made more money as a direct result of Advent Product Development's standard marketing program than they have paid to APD for its services.

The undersigned acknowledges that he/she has read and been furnished a copy of this document.

1st Dated: 4/6/06

2nd Dated: _____

BY: [Signature]
INVENTOR

BY: _____
INVENTOR

BY: _____
CO-INVENTOR

BY: _____
CO-INVENTOR

Exhibit 2



ADVENT
PRODUCT
DEVELOPMENT

CALIFORNIA CONTRACT COVER SHEET

The following disclosures are required by California law:

You have the right to cancel this contract for any reason at any time within seven days from the date you sign and receive a fully executed copy of it. To exercise this option you need only mail or deliver to this company notice of cancellation. The method and time for notification is set forth in this contract immediately above the place for your signature. Upon cancellation, we will return by mail, within five business days, all money paid and all materials provided by you.

Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.

This contract between you and Advent Product Development is regulated by law. Advent Product Development is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. Such advice may only be rendered by a licensed, registered patent attorney who is retained on your behalf. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, failure to inquire into these matters may affect your rights to your idea or invention.

APD

Local APD Office

PRODUCT PROFILE #

2098

ADVENT PRODUCT DEVELOPMENT, INC.
 313 Commerce Drive
 Pawleys Island, SC 29585

CLIENT MATT WATERS
 ADDRESS 4777 Orten St
 CITY San Diego STATE Ca ZIP 92110
 TELEPHONE: Home 619 843-9223 Work ()

INVENTION NAME Waters Temperature Gauge

INVENTION STATUS

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Illustrations / Drawings | <input type="checkbox"/> Product In Production | <input type="checkbox"/> Patent Issued |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Copyright / Trademark | # _____ |
| <input type="checkbox"/> Model / Prototype | <input type="checkbox"/> Patent Pending | <input type="checkbox"/> Doc. Disclosure Filed |

NOTICE

- | | |
|--|--|
| A) THE PURCHASE OF INVENTOR ASSISTANCE IS A HIGH RISK EXPENDITURE. | C) TREAT YOUR INVENTION AS A CONFIDENTIAL SUBJECT TO AVOID LOSING ANY PATENT RIGHTS YOU MAY HAVE. |
| B) FULL PATENT PROTECTION PROVIDES LEGAL PROTECTION FOR IDEAS AND INVENTIONS. APD DOES NOT PROVIDE ANY LEGAL OR PATENT ADVICE. | D) YOU HAVE UNTIL SEVEN (7) DAYS FROM THE DATE OF SIGNING TO RESCIND AND CANCEL THIS AGREEMENT BY CERTIFIED LETTER. IF YOU ELECT TO DO SO, ALL PAYMENTS MADE TO APD WILL BE REFUNDED TO YOU. |

PRODUCT PROFILE CONTENTS

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Review of Product Function | <input checked="" type="checkbox"/> Market Potential and Trends | <input checked="" type="checkbox"/> Attorney Legal Protection Report |
| <input checked="" type="checkbox"/> Production Considerations | <input checked="" type="checkbox"/> Advertising and Promotion | <input type="checkbox"/> Recommendations |
| <input checked="" type="checkbox"/> Production Cost Estimates | <input checked="" type="checkbox"/> Distribution Outlets | |
| <input checked="" type="checkbox"/> Feasibility | <input checked="" type="checkbox"/> Licensing | |

FEES

Product Profile \$ 1,190.00
 Being Paid By: Check Money Order

Charge to my: Master card card.

Card # 5121 0718 2243 3243

Expiration Date: 04/08

Signature: [Signature]

SIGNED [Signature]
 INVENTOR / CLIENT

DATE 4/06/06

7595.00 down payment - balance due 4395.00



ADVENT
PRODUCT
DEVELOPMENT

ADDENDUM TO CONTRACT AS PER CALIFORNIA STATE LAW

1. Advent Product Development (APD) is a corporation having a principle business address at 313 Commerce Drive Pawleys Island, South Carolina 29585. APD's principal business address in the state of California is 1503 South Coast Drive - suite 315, Costa Mesa, CA, 92626. This address also serves as APD's location to receive service of process. APD contemplates performance of services in connection with your invention to be covered in two separate contracts. The first contract is for a patent search and a product profile. Expected completion date is within 60-90 days. The second contract is for our representation of the invention to industry. You have been furnished our representation strategy brochure which summarizes the general terms of our representation agreement, as well as a price sheet which outlines the applicable fees related thereto.

2. APD does not intend to construct or sell any models or prototypes embodying the client's invention. Any such service, if necessary, will be performed under the terms of a separate agreement. Advent Product Development is engaged in the business of assisting and aiding inventors in submitting inventions, products and ideas to industry.

3. A portion of the fee charged herein shall be paid to our agent who witnesses this disclosure. A further small portion of the fee charged will be applied towards the retention of a patent law firm to conduct a patent or trademark search. APD does not intend to expend more for its service than it has charged as a fee.

4. APD, as custodian of record, is required to maintain all records and correspondence relating to this contract and services entailed thereby for at least three years after termination of the contract, and all such records will be available to the client or client's representative for reviewing or copying, during normal business hours upon seven days written notice, at APD's principal place of business in California, as stated in Paragraph 1 above.

5. APD is fully bonded in the state of California.

6. The seven day period during which you may cancel this contract for any reason by mailing or delivering written notice to APD will expire on 4/13/06. If you choose to mail your notice, it must be placed in the United States mail properly addressed first class postage prepaid and postmarked before midnight of this date. If you choose to deliver your notice directly to APD, it must be delivered by the end of the normal business day on this date. APD may also choose to cancel this contract within the same time period and by the same method.

1st Dated: 4/6/06

2nd Dated: _____

BY: [Signature]
INVENTOR

BY: _____
INVENTOR

BY: _____
CO-INVENTOR

BY: _____
CO-INVENTOR



ADVENT
PRODUCT
DEVELOPMENT

INITIAL CALIFORNIA DISCLOSURE

Prior to disclosing your invention/concept to us, you should be aware of the following:

Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure. Any contract for invention development services between you and Advent Product Development is regulated by law. Advent Product Development is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. Such advice may only be rendered by a licensed, registered patent attorney who is retained on your behalf. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, failure to inquire into these matters may affect your rights to your idea or invention.

You have been supplied with a schedule detailing our range of fees for our various services. A portion of the fee charged will be paid to our agent who gave you this disclosure. A further small portion of the fee charged will be expended for services relating to patent matters. APD does not intend to expend more for its service than it charges as a fee.

You should be aware that since October 1, 1998, Advent Product Development (APD) has contracted to represent 306 products. To date, 0 clients have experienced financial gain from their invention/product.

Exhibit 3



**ADVENT
PRODUCT
DEVELOPMENT**

3750 Convoy Street, Suite 118

San Diego, CA 92111

Telephone: 858-573-9660 Fax: 858-573-9670

Web address www.adventproduct.net

Services Pricing Sheet

Phase I: Product Profile Report: \$1,190.00 (9-11 Weeks)

To include the following

- **Attorney Legal Protection Report (Patent Search with Legal Opinion)**
- **Review of Product Functions**
- **Production Considerations**
- **Production Cost Estimates**
- **Feasibility Study**
- **Market Potential and Trends**
- **Advertising and Promotion**
- **Licensing Considerations**

Phase II: Product Submission to the Industry with Advent

Product Development Representation: \$ 7,500 to 12,000

**Internet Web Page: \$750.00 (without Advent Product Development
Representation)**

**Three Dimensional Model: \$1,895.00 (when Applicable) when purchased with
full product submission program**

**Three Dimensional Model: \$2,895.00 (when not participating in Advent
Product Development's marketing program)**

**"Luck helps those who helps themselves"
Chinese Proverb**

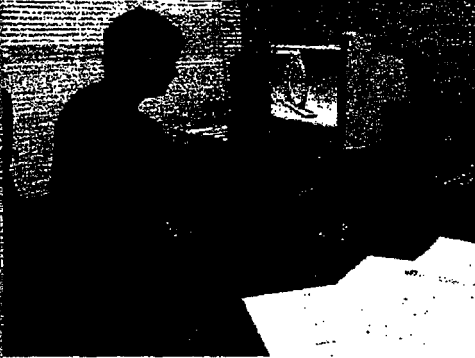
ADVENT PRODUCT DEVELOPMENT REPRESENTATION





Although launching a new product is not an exact science, the steps we take during our representation are those which we and other product development professionals believe to be the most effective way of making the idea successful. The steps we take include:

Preparing Drawings



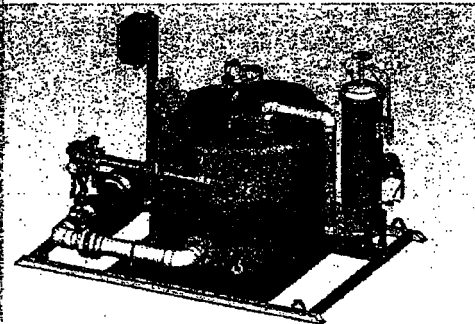
These drawings are utilized in a product brochure which will be described in further detail below. Even if the product/concept is just an idea, our drafting staff will produce realistic drawings which illustrate the invention, show its clever features, and demonstrate how it works.

Preparing A Brochure



The brochure describes and illustrates the idea and its advantages. The brochure uses the drawings we have prepared. The drawings are accompanied by text which explains the invention and sells its praises.

Virtual Prototyping



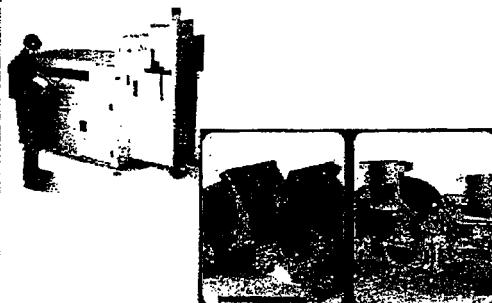
One of our in-house graphic artists will turn the mere "concept" of your invention into a reality by rendering a computer generated three-dimensional color "virtual prototype". This futuristic depiction of your invention/product allows the image to be rotated, zoomed, assembled and disassembled on-screen with ease. At a click of a button, an e-drawing of the product can be instantaneously e-mailed to manufacturers and potential licensees. The virtual prototype acts as a supplement to the Product Brochure and effectively heightens interest in the product by depicting it in the greatest detail to interested manufacturers and potential licensees.

Tradeshow Attendance



Members of our professional licensing department will display and represent your product/concept at one or more national tradeshow where thousands of potential licensees will be in attendance. Your Advent Product Development licensing agent may negotiate one-on-one with possible interested representatives of large and small corporations to secure the best deal for the licensing or outright purchase of your concept. Potential negotiated deals will immediately be communicated to you for your input and approval or rejection.

Model Building



In certain cases, a physical three-dimensional composite resin model can be generated to fully depict and enhance the product. Our state-of-the-art prototyping facility allows us to build full-scale physical models directly from the virtual prototypes that are generated by our in-house graphic artists. When appropriate, these models can be shown directly to manufacturers and/or potential licensees for serious inspection and evaluation.

We perform research and compile a list of companies which are suitable for contacting about the client's idea. These companies are contacted, provided with a brochure, and are invited to contact us for whatever further information they require about the invention. We follow up immediately with any company which demonstrates even a slight interest in the idea. Quarterly updates are provided to the client regarding which companies have been contacted.



Contacting
Companies

At an appropriate time our experienced public relations department will contact newspapers, magazines, and other periodicals to gain public exposure for your product. Remember, media interest generates public interest.



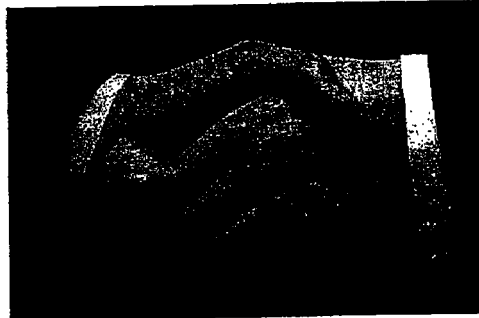
Media
Publicity

We will provide further exposure for your product by producing a personalized web page and displaying it on the Internet. Exposure on the Internet drastically increases the chances that interested parties will learn of your idea and its merits.



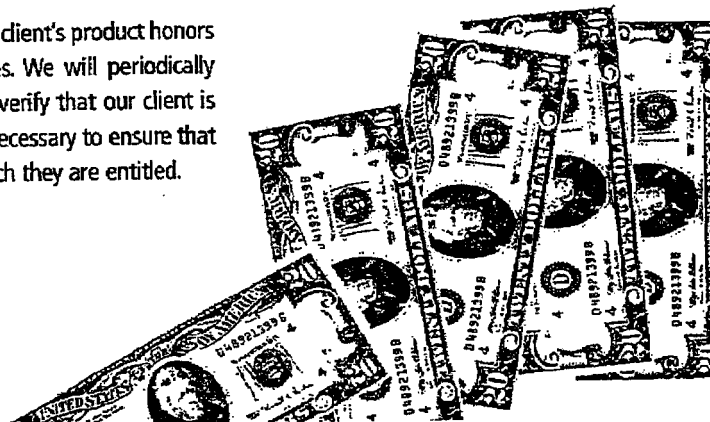
Internet
Publicity

When a company demonstrates an interest in your product and would like to enter into a licensing agreement, our licensing professionals will negotiate the most favorable licensing deal for you. As part of our representation, we pay all attorney's fees and travel expenses associated with contract negotiation and finalization.



License
Negotiation

We take steps to ensure that the company licensing our client's product honors the licensing agreement and pays the agreed royalties. We will periodically inspect their books and/or visit production facilities to verify that our client is being paid the proper royalty. We will take any action necessary to ensure that our client is receiving every penny of the royalty to which they are entitled.



Royalty
Policies

Exhibit 4



ADVENT
PRODUCT
DEVELOPMENT

DISCLOSURE STATEMENT

You should be aware that since October 1, 1998, Advent Product Development (APD) has contracted to represent numerous products.

As of this date, 4/6/06 / 8/23/06

8224 products/inventions have been positively evaluated by us

969 products/inventions have been negatively evaluated by us

3806 clients have signed Phase II representation agreements with us

0 clients have made more money as a direct result of Advent Product Development's standard marketing program than they have paid to APD for its services.

The undersigned acknowledges that he/she has read and been furnished a copy of this document.

1st Dated: 4/6/06

2nd Dated: 8/23/06

BY: [Signature]

INVENTOR

BY: [Signature]

INVENTOR

BY: _____

CO-INVENTOR

BY: _____

CO-INVENTOR

Exhibit 5



ADVENT
PRODUCT
DEVELOPMENT

CALIFORNIA CONTRACT COVER SHEET

The following disclosures are required by California law:

You have the right to cancel this contract for any reason at any time within seven days from the date you sign and receive a fully executed copy of it. To exercise this option you need only mail or deliver to this company notice of cancellation. The method and time for notification is set forth in this contract immediately above the place for your signature. Upon cancellation, we will return by mail, within five business days, all money paid and all materials provided by you.

Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure.

This contract between you and Advent Product Development is regulated by law. Advent Product Development is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. This contract does not provide any patent, copyright or trademark protection for your idea or invention. Such advice may only be rendered by a licensed, registered patent attorney who is retained on your behalf. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, failure to inquire into these matters may affect your rights to your idea or invention.

**ADVENT PRODUCT DEVELOPMENT, INC.
REPRESENTATION AGREEMENT**

This Agreement made this 30th day of June, 2006,
between ADVENT PRODUCT DEVELOPMENT INC., hereinafter called "APD" or
"Company", and Inventor/Client, hereinafter called "Client".

Client MATTHEW A. WATERS

Street Address 4777 Orten St.

City San Diego State Ca Zip Code 92110

This Agreement regards the Client's new invention, product or idea, hereafter
referred to as WATERS Temperature Gauge

APD is engaged in the business of presenting inventions, products or ideas to in-
dustry. Client desires to retain APD to submit to industry one of Client's
ideas/inventions/products, using APD's marketing program. In order to secure the
Company's services as outlined in this Agreement, Client agrees to pay the sum of
\$ 9,240.00 in advance to APD. This amount shall be considered full and
complete payment for all services listed in this agreement.

In consideration of the mutual promises contained herein, it is mutually agreed as
follows:

1. APD will provide the following services to the Client:

A) Preparation of a Color Presentation Brochure, which shall include a
CAD graphic drawing, patent status, description of benefits and features,
and suggested target markets.

B) Preparation of a Virtual Prototype, which shall include a three dimensional,
color graphic pictorial representation of the product, as well as dimensional
orthographic projections (where applicable) and E-Drawings which can be
electronically conveyed via CD-ROM or e-mail to potential licensees and
manufacturers.

C) Initial contact with companies, including manufacturers, marketers,
distributors, retailers, sales representatives, venture groups or other
agents with whom we make contact and/or who contact us through our
business associations, mailings, publicity, advertising, internet site,
attendance at trade shows or business meetings.

D) Preparation of publicity releases announcing the availability of the idea, invention or product, which will be sent to magazines, trade publications, newspapers and other periodicals found as a result of a Bacons Media search, which Company deems suitable, so that the publications may, if they choose, publish said release.

E) APD will submit drafts of all descriptive materials (including, but not limited to, Presentation Brochures, Press Releases, graphical renderings, etc.) to Client for approval and/or revision prior to printing. Client understands that his/her approval of descriptive materials is required prior to printing in order to insure that said material accurately and completely articulates Client's invention.

F) APD will use Standard Industrial Classification (SIC) coding for the purpose of matching Client's idea, invention or product with companies who are listed in the APD DATA BASE and the THOMAS REGISTRY OF MANUFACTURERS. Such companies will receive a copy of Client's Presentation Brochure for their review and evaluation.

G) If a company or person to whom a Presentation Brochure has been submitted shows additional interest, APD may perform additional services, either independently or through outside resources. APD, may also at its discretion, prepare or have prepared with the involvement of Client, additional design information, graphics or other materials at Advent's expense.

H) APD will prepare and display Client's Color Presentation Brochure and Virtual Prototype at one or more national trade shows.

2. *Client's Statement of Good Faith:* Client understands that APD's representation of Client is based upon Client's honest representation and declaration that he/she is the original, first and true inventor(s) of all subject matter relating to the invention.

3. While APD may provide substantial assistance in modifying, improving, illustrating or refining the invention/concept, APD agrees to accept only a twenty-percent (20%) royalty in the venture, and warrants that APD's right to said royalty shall immediately and automatically terminate, and any modifications or improvements made by APD shall be the sole property of Client, at the expiration of this Agreement if APD has failed to secure a licensing agreement.

4. Client agrees that he/she will promptly participate in the acquisition of "patent pending" status for the concept by filing a provisional patent application, so that Client and APD may safely disclose the invention/concept to third parties such as potential licensees and manufacturers via Presentation Brochures, Press Releases, Virtual Prototypes and Trade Shows. APD hereby agrees to obtain a registered patent attorney on Client's behalf, and to incur all costs associated with obtaining patent

pending status and pay said costs on Client's behalf, including the preparation of any technical descriptions or drawings which may be necessary, and the payment of all government filing fees. Client agrees to execute any and all documents which may be necessary to effectuate said filing. Said provisional patent application shall be filed within one (1) year of the date of first public disclosure of the invention, in accordance with 35 USC 102 (b).

5. Client understands that a provisional patent application will not, without the submission of a non-provisional patent application within one year, mature into a United States Patent. It will be the responsibility of Client to secure the filing of a non-provisional application, if Client so desires. Client also acknowledges that APD is not permitted to provide legal advice or act as an attorney in any manner.

6. This Agreement shall remain in effect for a period of twenty-four (24) months from the date of execution of this Agreement, during which time Client agrees that APD shall have the right to submit the new idea, invention or product which is the subject of this Agreement to potential manufacturers and licensees for the purpose of ascertaining their interest therein. This shall include the right to use designs, models, patents issued and pending, copyrights, trademarks, promotional literature, and any and all other materials relating thereto now in the possession of Client or which may hereafter be developed by Client or APD.

7. Client further agrees that during said twenty-four (24) month period, APD shall have the right to negotiate and execute contracts on Client's behalf for the sale or licensing of the new idea, invention, or product. APD shall submit any contract involving the invention to Client, and Client shall have the absolute right to accept, reject or modify any such contract before it may be executed by APD.

8. Client shall not be obligated for any costs of APD's travel, administrative, telephone, office-expense, secretarial services or any other expenses incidental to its representation of Client's idea.

9. Client agrees that the number and selection of companies contacted are to be at the discretion of APD. Nothing in this Agreement shall be construed as a representation, inducement, promise or guarantee that APD will obtain any results, sales, or licensing agreements. APD agrees to use its best efforts to submit the idea, invention, or product in the form of the Presentation Brochure to companies for their review. Client is aware, however, that the advertising and marketing of any new product is an extremely difficult and uncertain process.

10. Both during and after the term of this Agreement, Client may use all of APD's literature, drawings, virtual prototypes, brochures and any and all other material supplied by APD to Client or prepared for Client during the course of this Agreement. All materials prepared by APD on behalf of the Client are the sole and exclusive property of the Client.

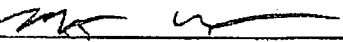
11. Pursuant to the terms of this agreement, APD will submit Client's invention to industry. If a manufacturer/company shows interest, and if a Licensing Agreement results, then APD shall receive twenty-percent (20%) of all royalties paid to client; or if a sale results, twenty-percent (20%) of the net sale price paid to Client. Any payments which may be owing from licensees or manufacturers as a result of APD's efforts are to be remitted directly to Client, and Client warrants under this contract that he/she will remit to APD twenty-percent (20%) thereof within 30 days of receipt by Client and clearing of funds. APD, however, shall not be entitled to any compensation whatsoever if the licensee or purchaser shall be discovered or located solely by the effort of Client. In such event, all rights in the concept immediately and automatically revert and transfer to Client, and this Agreement will be terminated.

12. In the event that any royalties are earned by Client, or if a sale is made, Client shall first be refunded from funds received from royalties or sales, all monies paid to Company before Company shall receive any compensation pursuant to paragraph 11 above.

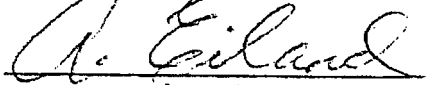
13. You have until seven (7) business days from the day you have signed this contract to rescind and cancel this contract. If you exercise this right to cancel, you must notify APD in writing, and the amount paid by you to APD under this agreement will be completely refunded to you. This right is in addition to any other legal remedies you may have.

14. This Agreement shall be governed by and interpreted according to the laws of the State of South Carolina, which Client hereby agrees shall be the appropriate venue for any action, and Client submits to the personal jurisdiction thereof.

In witness whereof, the parties hereto intending to be legally bound hereby have executed this Agreement, the day and year first above written.

BY: 
Inventor/Client

WITNESSED BY APD:


Agent

BY: _____
Co-inventor/Client

Authorized Company Acceptance _____

Signature

Date of Execution _____



ADVENT
PRODUCT
DEVELOPMENT

ADDENDUM TO CONTRACT AS PER CALIFORNIA STATE LAW

1. Advent Product Development (APD) is a corporation having a principle business address at 313 Commerce Drive Pawleys Island, South Carolina 29585. APD's principal business address in the state of California is 1503 South Coast Drive - suite 315, Costa Mesa, CA, 92626. This address also serves as APD's location to receive service of process. APD contemplates performance of services in connection with your invention to be covered in two separate contracts. The first contract is for a patent search and a product profile. Expected completion date is within 60-90 days. The second contract is for our representation of the invention to industry. You have been furnished our representation strategy brochure which summarizes the general terms of our representation agreement, as well as a price sheet which outlines the applicable fees related thereto.
2. APD does not intend to construct or sell any models or prototypes embodying the client's invention. Any such service, if necessary, will be performed under the terms of a separate agreement. Advent Product Development is engaged in the business of assisting and aiding inventors in submitting inventions, products and ideas to industry.
3. A portion of the fee charged herein shall be paid to our agent who witnesses this disclosure. A further small portion of the fee charged will be applied towards the retention of a patent law firm to conduct a patent or trademark search. APD does not intend to expend more for its service than it has charged as a fee.
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5. APD is fully bonded in the state of California.
6. The seven day period during which you may cancel this contract for any reason by mailing or delivering written notice to APD will expire on 4/13/06 18/30/06. If you choose to mail your notice, it must be placed in the United States mail properly addressed first class postage prepaid and postmarked before midnight of this date. If you choose to deliver your notice directly to APD, it must be delivered by the end of the normal business day on this date. APD may also choose to cancel this contract within the same time period and by the same method.

1st Dated: 4/6/06

2nd Dated: 08/23/06

BY: [Signature]
INVENTOR

BY: [Signature]
INVENTOR

BY: _____
CO-INVENTOR

BY: _____
CO-INVENTOR



ADVENT
PRODUCT
DEVELOPMENT

INITIAL CALIFORNIA DISCLOSURE

Prior to disclosing your invention/concept to us, you should be aware of the following:

Your potential patent rights may be adversely affected by any attempt to commercialize your idea or invention before a patent application covering it is filed. Nonconfidential disclosures of your idea or invention may also trigger certain statutory deadlines for filing a patent application in the United States and would prevent you from obtaining valid patent rights in countries whose law provides that patent applications must be filed before there is a public disclosure. Any contract for invention development services between you and Advent Product Development is regulated by law. Advent Product Development is not qualified or permitted to advise you whether protection of your idea or invention is available under the patent, copyright or trademark laws of the United States or any other law. Such advice may only be rendered by a licensed, registered patent attorney who is retained on your behalf. If your idea or invention is patentable, copyrightable or subject to trademark protection, or infringes an existing valid patent, copyright or trademark or a patent, copyright or trademark for which application has been made, failure to inquire into these matters may affect your rights to your idea or invention.

You have been supplied with a schedule detailing our range of fees for our various services. A portion of the fee charged will be paid to our agent who gave you this disclosure. A further small portion of the fee charged will be expended for services relating to patent matters. APD does not intend to expend more for its service than it charges as a fee.

You should be aware that since October 1, 1998, Advent Product Development (APD) has contracted to represent 306 products. To date, 0 clients have experienced financial gain from their invention/product.

Exhibit 6



Preparing Drawings

Preparing A Brochure

Virtual Prototyping

Tradeshaw Attendance

Model Building

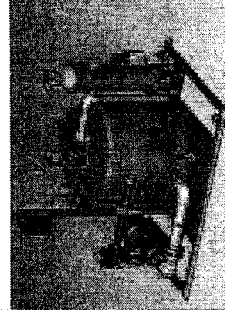
Although launching a new product is not an exact science, the steps we take during our representation are those which we and other product development professionals believe to be the most effective way of making the idea successful. The steps we take include:



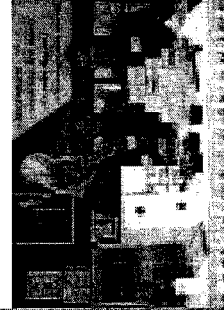
These drawings are utilized in a product brochure which will be described in further detail below. Even if the product/concept is just an idea, our drafting staff will produce realistic drawings which illustrate the invention, show its clever features, and demonstrate how it works.



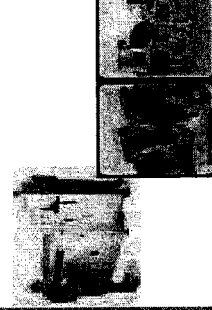
The brochure describes and illustrates the idea and its advantages. The brochure uses the drawings we have prepared. The drawings are accompanied by text which explains the invention and sells its praises.



One of our in-house graphic artists will turn the mere "concept" of your invention into a reality by rendering a computer generated three-dimensional color "virtual prototype". This futuristic depiction of your invention/product allows the image to be rotated, zoomed, assembled and disassembled on-screen with ease. At a click of a button, an e-drawing of the product can be instantaneously e-mailed to manufacturers and potential licensees. The virtual prototype acts as a supplement to the Product Brochure and effectively heightens interest in the product by depicting it in the greatest detail to interested manufacturers and potential licensees.



Members of our professional licensing department will display and represent your product/concept at one or more national tradeshows where thousands of potential licensees will be in attendance. Your Advent Product Development licensing agent may negotiate one-on-one with possible interested representatives of large and small corporations to secure the best deal for the licensing or outright purchase of your concept. Potential negotiated deals will immediately be communicated to you for your input and approval or rejection.



In certain cases, a physical three-dimensional composite resin model can be generated to fully depict and enhance the product. Our state-of-the-art prototyping facility allows us to build full-scale physical models directly from the virtual prototypes that are generated by our in-house graphic artists. When appropriate, these models can be shown directly to manufacturers and/or potential licensees for serious inspection and evaluation.

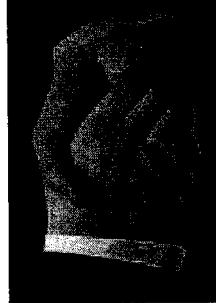
We perform research and compile a list of companies which are suitable for contacting about the client's idea. These companies are contacted, provided with a brochure, and are invited to contact us for whatever further information they require about the invention. We follow up immediately with any company which demonstrates even a slight interest in the idea. Quarterly updates are provided to the client regarding which companies have been contacted.



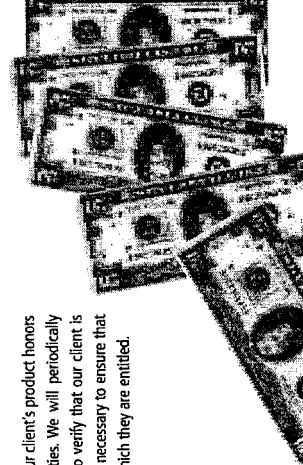
At an appropriate time our experienced public relations department will contact newspapers, magazines, and other periodicals to gain public exposure for your product. Remember, media interest generates public interest.



We will provide further exposure for your product by producing a personalized web page and displaying it on the Internet. Exposure on the Internet drastically increases the chances that interested parties will learn of your idea and its merits.



When a company demonstrates an interest in your product and would like to enter into a licensing agreement, our licensing professionals will negotiate the most favorable licensing deal for you. As part of our representation, we pay all attorney's fees and travel expenses associated with contract negotiation and finalization.



We take steps to ensure that the company licensing our client's product honors the licensing agreement and pays the agreed royalties. We will periodically inspect their books and/or visit production facilities to verify that our client is being paid the proper royalty. We will take any action necessary to ensure that our client is receiving every penny of the royalty to which they are entitled.

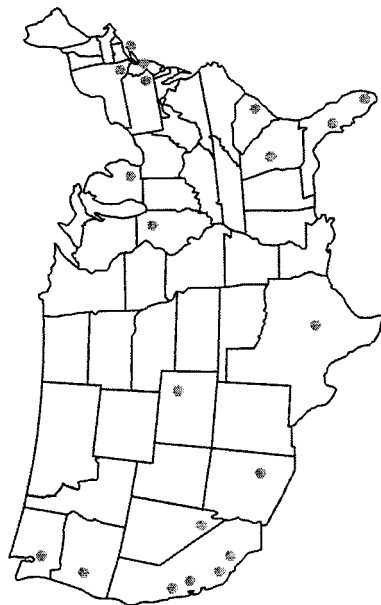
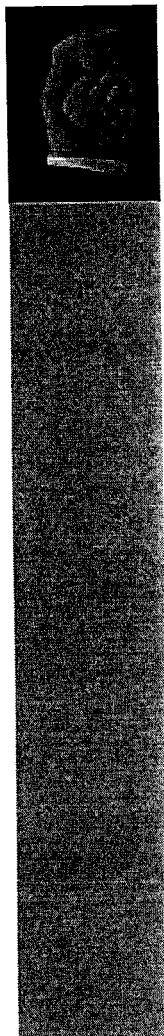
Contacting Companies

Media Publicity

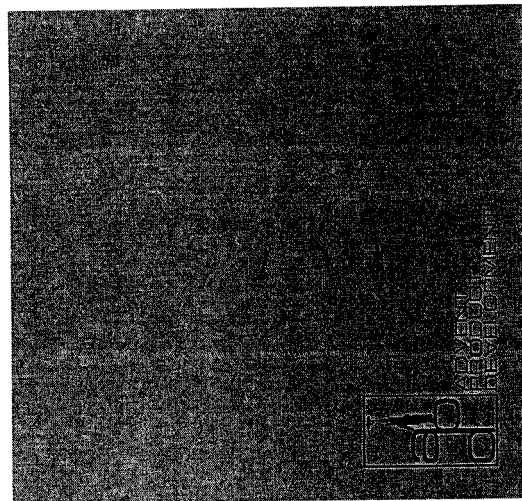
Internet Publicity

License Negotiation

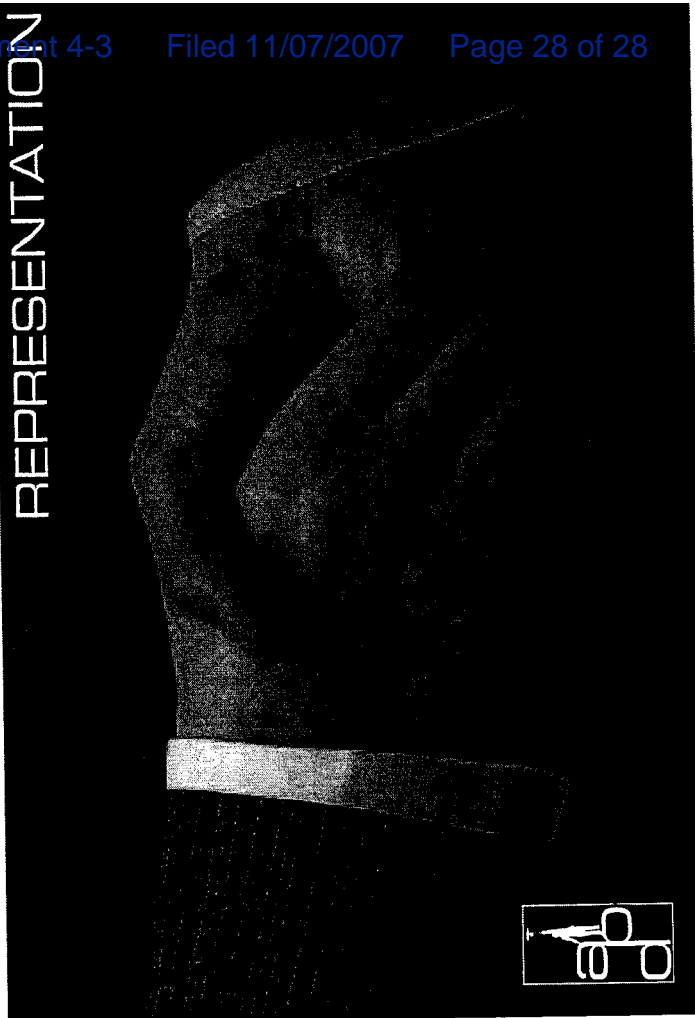
Royalty Building



- Advent Product Development Regional Offices



ADVENT PRODUCT DEVELOPMENT REPRESENTATION



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<http://www.adventproduct.net>
 Advent Product Development, Inc. is a for profit, fee based company